



CITY OF DURHAM

Department of Police
Division of Training/Personnel Services
505 West Chapel Hill Street
Durham, NC 27701

Request for Proposals for Consultant Services Regarding Police Pay Plan Study and Implementation April 18, 2013

Title and Purpose of RFP:

Police Pay Plan Study

Through this RFP, the City of Durham is soliciting Proposals from qualified candidates with experience in studying police pay plans and recommending revisions to eliminate bypassing and compression among police ranks, command and noncommand.

Candidates are not required to return this form.

Lt. Brian Reitz	<i>Project Manager Name</i>
Executive Officer to the Chief of Police	<i>Project Manager Title</i>
Police	<i>Project Manager Department</i>
Employee Services	<i>Project Manager Division</i>
919-560-4322 x29197	<i>Project Manager Telephone Number</i>
<u>brian.reitz@durhamnc.gov</u>	<i>Project Manager E-mail</i>

If you have concerns about this RFP that you believe are not being addressed by the Project Manager, please contact Jesse F. Burwell, Jr., Civilian Assistant Chief at jesse.burwell@durhamnc.gov or 919-560-4322 x29205.

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Section One

Introduction and Instructions

1.01

How to Submit a Proposal, Return Mailing Address, Contact Person, Contact Information, and Deadline for Receipt of Proposals

Each vendor/bidder must submit **six (6)** copies of his/her Proposal. Each Proposal must be delivered in a sealed envelope. The envelope must be addressed for delivery to the Project Manager, as indicated below:

**Lt. Brian Reitz, Executive Officer to the Chief of Police
Durham Police Department
505 West Chapel Hill Street
Durham, NC 27701**

Project Name: Police Pay Plan Study

On Friday, April 26, 2013 at 10:00AM, a Pre-Proposal Meeting will be held in Durham Police Department Headquarters Community Room, at 505 West Chapel Hill Street, Durham, North Carolina 27701.

Proposals must be received no later than 2:00 P.M. on Thursday, May 16, 2013.

On Friday, May 17 at 10:00AM, the sealed Proposals shall be opened publicly at Durham Police Headquarters in the Community Room on the first floor at 505 West Chapel Hill Street, Durham, NC 27701.

Questions regarding this RFP may be submitted by e-mail only to the contact listed below:

PROJECT MANAGER:

Lt. Brian Reitz, Executive Officer to the Chief of Police

Email: brian.reitz@durhamnc.gov

Telephone: **919-560-4322 x29197**

No other City official or employee is empowered to speak for the City with respect to this RFP except the Chief of Police, the Civilian Assistant Chief, or the Executive Officer to the Chief of Police. Candidates who seek to obtain information, clarification, or interpretation from another City official or employee, are advised that such material is used at the Candidate's own risk, and that the City shall not be bound by any such representations.

1.02

Contract Term and Work Schedule

The Contract term and Work Schedule set out below represent the City's best estimate of the schedule that shall be followed. If a component of this schedule is delayed, such as the opening date, the rest of the schedule shall be shifted by the same number of days, with the exception of City Manager review and Council activities regarding the proposed Contract.

The length of the Contract shall be from the date of award, approximately June 7, 2013, until completion, approximately June 6, 2014. The approximate Contract Work Schedule is as follows:

- [a] Issue (Advertised Date): **April 18, 2013**
- [b] Pre-Proposal Conference on **April 26, 2013 at 2:00 P.M.** in the Police Department Community Room
- [c] Receive Proposals: **Thursday, May 16, 2013 by 2:00 P.M.** Sealed Proposals shall be opened publicly in the Police Department Community Room on **Friday, May 17, at 10:00AM.**
- [d] Proposal Evaluation Committee makes recommendation for selection by **May 30, 2013 at 5:00PM.**
- [e] Contract negotiations **June 3, 2013 through June 13, 2013.**
- [f] Contract signed by Contractor: **June 14, 2013** (Insurance Certificate and Durham Business License shall be required at that time).
- [f] Automated Agenda deadline **on July 23, 2013 at 11:59pm**
- [g] Agenda Review – CM Staff on **July 31, 2013 at 2:00PM.**
- [h] Changes due **August 1, 2013 at 5:00PM.**
- [i] Work Session distributed to City Council **August 2, 2013.**
- [j] City Council Work Session on **August 8, 2013 at 1:00PM.**
- [k] Responses to council requests due on **August 14, 2013, by 5:00PM.** Final Agenda distributed **August 15, 2013.**

- [l] City Council approves Contract: **August 19, 2013 at 7:00PM.**
- [m] Work pursuant to Contract starts on **August 20, 2013. Chosen Contractor supplies dates for the following activities:**
 - PHASE ONE: Introduction and familiarization
 - PHASE TWO: Research and Pay Plan development; first draft submitted to DPD for review
 - PHASE THREE: Consultant recommendations re: Plan
 - PHASE FOUR: Feedback; process review

1.03

Purpose of the Request for Proposal (RFP)

The City of Durham Police Department is soliciting Proposals from qualified consulting firms with experience in Police Pay Plan studies and implementation strategies, to conduct a pay plan study and recommend implementation strategies for all ranks of the Durham Police Department. It is particularly important that the Candidate submits recommendations that eliminate or reduce the effect of bypassing and compression. The selected Candidate shall be approved by the Durham Police Department; and as such shall be authorized to Contract with the Police Department to study the DPD pay plan, design mathematical models to correct problems caused by bypassing and compressing, and to recommend a strategy and estimate costs to implement the pay model. Any pay plan models recommended must be job related, non-discriminatory, and in accordance with the standards published by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA).

1.04

Budget

The City of Durham Police Department expects that the Candidate will estimate the cost of implementing any mathematical pay models that the Candidate recommends. The Candidate must also provide the proposed cost of conducting the pay plan study, and all activities associated with it, that the City must pay for the Candidate's services.

1.05

Location of Work

The location where the Work is to be performed, completed and managed is the Durham Police Department Headquarters at 505 West Chapel Hill Street, Durham, NC 27701.

The City shall provide workspace for the Contractor for onsite activities and services. The Contractor must provide its own workspace for other activities.

The Candidate must include in the price Proposal all transportation, lodging and per diem costs needed to pay for appropriate personnel to make all needed trip(s) to the Police Department (include full 7.5 hour working days) Travel to other locations shall not be required.

1.06

Notice Pursuant to the Americans with Disabilities Act (ADA)

The City of Durham does not discriminate against qualified persons with disabilities on the basis of disability in the City's services, programs, or activities. The City shall generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities, so that they can participate equally in the City's programs, services, and activities. The City shall make all reasonable modifications to policies and programs to ensure that persons with disabilities have equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid, reasonable accommodation, or service for effective communication, or a modification of policies or procedures to participate in the City programs, services, or activities, should contact Ms. Stacey Poston, City ADA Coordinator, voice 919-560-4197, fax 560-4196, TTY 919-560-1200, or Stacey.Poston@durhamnc.gov as soon as possible, but no later than 48 hours before the scheduled event.

1.07

Required Review

Candidates should carefully review this Request for Proposals for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing via e-mail, and received by the Project Manager at least ten days before the Proposal opening. This shall allow time for issuance of any necessary amendments. It shall also help prevent the opening of a defective solicitation and exposure of the Candidate's Proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, shall be disallowed if these faults have not been brought to the attention of the Project Manager, in writing via e-mail, at least ten days before the time set for opening.

1.08

Questions Received before Opening of Proposals

All questions must be in writing via e-mail, addressed to the Durham Police Department, in care of Lt. Brian Reitz, the Project Manager. Two types of questions generally arise. One is substantive and asks for clarification; and can be answered by directing the questioner to a specific Section of the RFP. Other questions might be more complex and could require a

written amendment to the RFP. The Police Department Project Manager, Lt. Brian Reitz, shall make that decision.

1.09

Updates and Revisions to RFP

If an RFP amendment is issued, it shall be posted on the City's website, and sent via e-mail to any Candidates who attended the pre-Proposal conference, and to any other candidates who have notified the Project Manager of intent to submit a Proposal.

1.10

Alternate Proposals

Each Vendor/Contractor may only submit one Proposal for evaluation. Alternate Proposals (Proposals that offer something different from what is being requested), except those specifically requested as part of an amended Request for Proposals, shall be rejected.

1.11

Discretion of the City.

[a] The City of Durham reserves the right to reject any and/or all Proposals.

[b] Notwithstanding anything to the contrary in this document or in any Addenda to it, unless the contrary provision refers specifically to this provision, the City reserves the right:

(1) to negotiate changes of any nature with any Candidate, with respect to any term, condition, or provision in this document and/or in any Proposals, whether or not something is stated to be mandatory, and whether or not it is said that a Proposal shall be rejected if certain information or documentation is not submitted with it; and

(2) to enter into an agreement for some or all of the Work with one or more persons, firms, or corporations that do not submit Proposals. For example, all deadlines are for the administrative convenience or needs of the City, and may be waived by the City in its discretion. This subparagraph [b] applies to the entire RFP, including the SDBE portions.

[c] Where the City asks or tells Candidates to do stated things, such as that a Proposal should follow a stated format or that the Candidate should do stated things in seeking the Contract, the City may reject a Proposal because it does not comply with those requests, so the Candidate is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive non-compliance. This Subsection [c] does not limit any provision of Subsections [a] and [b], above.

[d] Once a Contract is signed, the parties to the Contract may enforce it according to its terms, as allowed by applicable law.

1.12

Candidate to Bear Expense, No Claims against City

No Candidate shall have any claims or rights against the City arising out of participation by a Candidate in the Proposal process. No Candidate shall have any claims or rights against the City for the City's failure to award a Contract to it, or for awarding a Contract to another person, firm, or corporation, regardless whether the other person, firm, or corporation participated in the RFP process or did not submit a Proposal that complied with this RFP. A notice of award shall not constitute acceptance by the City; the City's only method of acceptance is the City's execution of a formal Contract in accordance with law.

1.13

Trade Secrets and Confidentiality

All Proposals and other material submitted become the property of the City of Durham. All Proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process and before the time a Notice of Intent to Award is issued. Thereafter, Proposals shall become disclosable as public record.

As a general rule, all submissions to the City are available to any member of the public. However, if materials submitted to the City contain matters that are trade secrets, proprietary, or otherwise confidential, as provided in this Section, the City shall take reasonable steps to keep trade secrets confidential.

Definitions, as used in this Section (Trade Secrets and Confidentiality):

The term, "**Candidate**," includes the Candidate as Contractor (that is, after it is a party to a Contract with the City).

The term, "**trade secret**," means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

[a] Derives independent actual or potential commercial value from being not generally known or readily ascertainable through independent development, or reverse engineering by persons who could obtain economic value from its disclosure or use; and

[b] Is the subject of reasonable efforts under the circumstances to maintain its secrecy. The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term, “**record**,” means all documents, papers, letters, maps, books, photographs, films, sound, audiovisual recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the Candidate’s Proposal.

[a] Designation of Confidential Records. To the extent that the Candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the Candidate shall prominently designate the material with the words, “trade secrets,” at the time of its initial disclosure to the City. The Candidate shall not designate as trade secrets any material provided to the City unless the Candidate has a reasonable and good faith belief that the material contains a trade secret. When requested by the City, the Candidate shall promptly disclose to the City the Candidate’s reasoning for designating material as trade secrets; the Candidate might need to label parts of that reasoning as trade secrets. In providing materials to the City, the Candidate shall make reasonable efforts to separate those materials designated as trade secrets from those not so designated, both to facilitate the City’s use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “trade secrets” in accordance with this Section. Whenever the Candidate ceases to have a good faith belief that a particular record contains a trade secret, it shall promptly notify the City.

[b] Request by Public for Access to Record. When any person asks the City to provide access to a record designated as a trade secret in accordance with Subsection [a] above, the City may

- (1) decline the request for access;
- (2) notify the Candidate of the request and that the City has provided to the requestor, or intends to provide, access to the record because applicable law requires that the access be granted; or
- (3) notify the Candidate of the request and that the City intends to deny the request.

Before declining the request, the City might require the Candidate to give further assurances so that the City can be certain that the Candidate shall comply with Subsection (c), below.

[c] Defense of City. If the City declines the request for access to a record

designated as, or containing, trade secrets pursuant to Subsection [a], above, then, in consideration of the promises in [b], above, and for considering the Candidate's Proposal, the Candidate agrees that it shall defend, indemnify, and save harmless Indemnitees from and against all charges that arise in any manner from, in connection with, or out of the City's nondisclosure of the records. In providing that defense, the Candidate shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the Durham City Attorney.

Definitions. As used in this Subsection [c], "**charges**" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "**Indemnitees**" means the City, and officers, officials, independent Candidates, agents, and employees, of the City. "Indemnitees" does not include the Candidate. The City may require the Candidate to provide proof of the Candidate's ability to pay the amounts that might reasonably be expected to become monetary obligations of the Candidate pursuant to this Section. If the Candidate fails to provide that proof timely, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This Subsection (c) is separate from, and is to be construed separately from, any other indemnification and warranty provisions in the Contract between the City and the Candidate.

1.14

Subcontractors

Subcontractors may be used to perform Work under this Contract. If a Candidate intends to use Subcontractors, the Candidate must identify in the Proposal the names of the Subcontractor[s] and the portions of the Work the Subcontractor[s] shall perform.

If a Proposal with Subcontractor[s] is selected, the Candidate must provide the following information concerning each prospective Subcontractor within five working days from the date of the City's request:

- [a] complete name of the Subcontractor;
- [b] complete address of the Subcontractor;
- [c] type of Work the Subcontractor shall be performing;
- [d] percentage of Work the Subcontractor shall be providing;
- [e] evidence, as set out in the relevant Section of this RFP, that the Subcontractor holds a valid City of Durham Privilege License,

[f] a written statement, signed by each proposed Subcontractor, which clearly verifies that the Subcontractor is committed to render the services required by the Contract.

A Candidate's failure to provide this information within the time set might cause the City to consider the Candidate's Proposal to be non-responsive and reject the Proposal.

The substitution of one Subcontractor for another may be made only at the discretion of the Project Manager and with prior written approval from the Project Manager.

1.15

Joint Ventures

Joint ventures shall not be allowed.

1.16

Candidate's Certification

By signature on its Proposal, Candidate certifies that it complies with:

- [a] the laws of the State of North Carolina; and
- [b] the applicable portion of the Federal Civil Rights Act of 1964; and
- [c] the Equal Employment Opportunity Act and the regulations issued thereunder by the United States federal government; and
- [d] the relevant law enforcement accreditation standards published by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA); and
- [e] all terms and conditions set out in this RFP; and
- [f] a condition that the Proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- [g] a condition that the Candidate's offer shall remain open and valid for at least 90 days; and
- [h] a condition that all programs, services, and activities provided to the general public under the resulting Contract are in conformance with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any Candidate fails to comply with Sections [a] through [h] of this Section, the City of Durham reserves the right to disregard the Proposal, terminate the Contract, or consider the Candidate/Contractor in default.

1.17

Conflict of Interest

Each Proposal shall include a statement indicating whether the firm or any persons working on the Contract has a possible conflict of interest (e.g., are employed by the City of Durham); and, if so, the specific nature of that conflict. The Durham City Council reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Candidate. The City Council's determination regarding any questions of conflict of interest shall be final.

1.18

Right to Inspect Place of Business

At reasonable times, the City of Durham may inspect those areas of the Candidate/Contractor's place of business that are related to the performance of a Contract. If the City makes such an inspection, the Candidate/Contractor must provide reasonable assistance.

1.19

Solicitation/Request for Proposals Advertising

This Request for Proposals is available on the City of Durham's internet site at: <http://www.durhamnc.gov/Departments/purchasing/bids.cfm>.

1.20

News Releases

News releases related to this RFP shall not be made without prior approval of the Police Public Information Officer and City Public Affairs Division; and then only in coordination with the Project Manager.

1.21

Assignment

The Candidate may not transfer or assign any portion of the Contract without prior written approval from the Department Director, Police Chief Jose L. Lopez, Sr.

1.22

Disputes

Any dispute arising out of this agreement shall be resolved under the laws of North Carolina. The exclusive forum and venue for all actions arising out of any City Contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court.

1.23

Severability

If any provision of the Contract or agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

1.24

Federal Requirements

The Candidate must identify all known federal requirements that apply to the Proposal, the evaluation, and the Contract.

1.25

Equal Business Opportunity Ordinance

It is the policy of the City of Durham to provide equal opportunities for City contracting to small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City of Durham to prohibit discrimination against any person or firm in pursuit of these opportunities; to conduct its contracting activities so as to prevent such discrimination; to correct present effects of past discrimination; and to resolve complaints of discrimination. This policy applies to all professional services categories.

While there are no Small Disadvantaged Business Enterprise [SDBE] participation goals for this project, in accordance with City Ordinance, all Candidates are required to provide information requested in the "SDBE Professional Services Forms" package, which has been included with this Request for Proposals, at Section 8. Proposals that do not contain the appropriate, completed "Professional Services Forms" shall be deemed non-responsive and ineligible for consideration. The "Declaration of Performance," "Participation Documentation," "Managerial

Profile,” “Equal Opportunity Statement,” and the “Employee Breakdown” documents are required of all Candidates. In lieu of “Employee Breakdown,” a Candidate may submit a copy of the current EEO-1 form (corporate basis). The “Letter of Intent to Perform as a Sub-consultant” should be used if appropriate. Other forms in the package should be used as needed.

The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about “SDBE Professional Services Forms” should be referred to Deborah Giles or other Department staff at (919) 560- 4180.

Note: In lieu of Small Disadvantaged Business Enterprises [SDBEs] listed in its SDBE System, the City of Durham shall accept women and minority firms certified by N.C. DOT, U.S. SBA and RDU as meeting its SDBE goal requirements, provided that the Candidate submits evidence that the firm is currently certified by one of the stated entities at the time of the Proposal. Failure to provide evidence of certification may disqualify the firm’s participation for the purpose of meeting SDBE goals.

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

A person authorized to bind the Candidate to the provisions of the RFP must sign all Proposals. Proposals must remain open and valid for at least ninety (90) days after the opening date.

2.02

Pre-Proposal Conference

A Pre-Proposal Conference shall be held at 10:00AM on Friday, April 19, 2013, in the Police Department Community Room on the first floor of the Durham Police Department Headquarters, at 505 West Chapel Hill Street, Durham, NC 27701. The purpose of the conference is to discuss the Work to be performed with the prospective Candidates, and to allow them to ask questions concerning the RFP. Questions and answers shall be transcribed and sent to prospective Candidates as soon as possible after the meeting. Any Candidate with a disability needing accommodation should contact the Project Manager before the date set for the Pre-Proposal Conference, so that reasonable accommodation can be made.

While attendance at the Pre-Proposal Conference is encouraged, the City realizes that many prospective Candidates are located at a distance from Durham, North Carolina, making attendance difficult. **The City will permit any prospective Candidate to send e-mailed inquiries to the Project Manager in advance of the Pre-Proposal Conference. Those inquiries will be**

answered by 5:00PM on Tuesday, April 23, 2013, and sent to every inquiring Candidate and to those entities to which the notice of Request for Proposals was sent.

2.03

Public Proposal Opening

On **Friday, May 3, 2013, at 10:00AM, the sealed Proposals shall be opened publicly** in the Community Room on the first floor of the Durham Police Department Headquarters at 505 West Chapel Hill Street, Durham, NC 27701. Proposals received after that time shall not be accepted.

2.04

Site Inspection

The City may conduct on-site visits to evaluate the Candidate's capacity to perform the Contract. Candidate must agree, at risk of being found non-responsive and having its Proposal rejected, to provide the City reasonable access to relevant portions of their work sites. Persons designated by the City of Durham Purchasing Manager, at the City's expense, shall make site inspection.

2.05

Amendments to Proposals

Amendments to or withdrawals of Proposals shall only be allowed if acceptable requests are received before the deadline set for receipt of Proposals. No amendments or withdrawals shall be accepted after the deadline.

2.06

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions shall be accepted, but supplemental conditions that conflict with those contained in this RFP, or that diminish the City's rights under any Contract resulting from the RFP, shall be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a Contract award. After award of Contract:

[a] if conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the RFP shall prevail; and

[b] if the City's rights would be diminished because of the application of a

supplemental term or condition included in the Proposal, the supplemental term or condition shall be considered null and void.

2.07

Discussions with Candidates

The City may conduct discussions with Candidates for the purpose of clarification. The purpose of these discussions shall be to ensure full understanding of the requirements of the RFP and Proposal. Discussions shall be limited to specific Sections of the RFP identified by the Project Manager. The Project Manager shall only hold discussions with Candidates who have submitted Proposals deemed reasonably susceptible to award. Discussions, if held, shall be after initial evaluation of Proposals by the Proposal Evaluation Committee. If modifications are made because of these discussions, they shall be put in writing. Following discussions, the Project Manager may set a time for best and final Proposal submissions from those Candidates with whom discussions were held. Proposals might be re-evaluated after receipt of best and final Proposal submissions. Re-evaluation shall be limited to the specific Sections of the RFP that the Project Manager has opened to discussion. Any Candidate with a disability needing accommodation should contact the Project Manager before the date set for discussions so that reasonable accommodation might be made.

2.08

Prior Experience

No specific minima have been set for this RFP.

2.09

Evaluation of Proposals

The City shall task a Proposal Evaluation Committee to review and to rate all Proposals. The evaluation shall be based solely on the evaluation factors set out in Section Seven of this RFP.

2.10

Vendor Tax ID

A valid Federal Tax ID certificate must be submitted to the City with the Proposal, or within five days after the City's request.

2.11

City of Durham Privilege License and Other Required Licenses

All organizations doing business with the City of Durham are required to comply with all state, local and federal licensing requirements. This requirement includes obtaining a City of Durham Privilege License. Any Contractor selected through the RFP process shall be required to demonstrate compliance with all licensing requirements. All responding Candidates not currently licensed must provide proof of application for licensure, and must obtain all necessary licenses before entering into a Contractual agreement with the City of Durham. The selected Candidate must provide to the City a Privilege License no later than August 10, 2013. To obtain a Privilege License, please call (919) 560-4700, or see:

http://www.durhamnc.gov/Departments/finance/business_license.cfm.

2.12

Contract Negotiations

After completion of Proposal evaluation, including any discussions held with Candidates during the evaluation process, the City may elect to initiate Contract negotiations. The option to initiate Contract negotiations rests solely with the City. If the City elects to initiate Contract negotiations, such negotiations cannot involve changes in the City's requirements or in the Candidate's Proposal, which would, by their nature, affect the criteria on which the Candidate was selected and the competition previously conducted. If Contract negotiations are commenced, they shall be held at a location to be determined in the City of Durham, North Carolina. The Candidate shall be responsible for all Contract-related negotiation expenses, including, but not limited to, travel and per diem expenses of the Candidate and its representatives.

2.13

Failure to Negotiate

If the selected Candidate:

- [a] fails to provide the information required to begin negotiations timely; or
- [b] fails to negotiate in good faith; or
- [c] indicates that it cannot perform Work under the Contract within the budgeted funds available for the project; or
- [d] the Candidate and the City, after a good faith effort, simply cannot come to terms, the City may terminate negotiations with the Candidate initially selected and commence negotiations with the next highest ranked Candidate

SECTION THREE

STANDARD CONTRACT INFORMATION

3.01

Contract Type

The selected Candidate shall be required to sign a City of Durham-generated Contract. A sample Contract is located at Section 8, below. The actual Contract could differ from the sample Contract.

3.02

Contract Approval

This RFP does not, by itself, obligate the City. The City's obligation shall commence when the Durham City Council approves the Contract. Upon written notice to the Candidate, the City might set a different starting date for the Contract. The City shall not be responsible for any work done by the Candidate, even work done in good faith, if it occurs before the Contract start date set by the City.

3.03

Proposal as a Part of the Contract

Part or all of this RFP and the successful Proposal could be incorporated with the Contract.

3.04

Additional Terms and Conditions

The City reserves the right to add terms and conditions during Contract negotiations. Such terms and conditions shall be within the scope of the RFP, and shall not affect Proposal evaluations.

3.05

City of Durham Insurance Requirements

The chosen Candidate shall purchase and maintain insurance coverage for not less than the following:

Commercial General Liability, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent Subcontractors, if any are used in the performance of this Contract
- The City of Durham must be named additional insured, **and an original of the endorsement to effect the coverage must be attached to the Certificate of Insurance (if by blanket endorsement, then agent may so indicate in the GL Section of the certificate, in lieu of an original endorsement).**
- Combined single limit not less than \$2,000,000 per occurrence, with an annual aggregate of not less than \$4,000,000.

Commercial Auto Liability, covering:

- Symbol 1, all vehicles
- Combined single limit of \$2,000,000
- The City of Durham must be named additional insured.

Professional Liability, covering:

- Claims arising out of professional advisement/consultation services performed pursuant to the Contract awarded
- Self-insured retentions/deductibles in excess of \$25,000 must be approved by the City Finance Director.
- Combined single limit not less than \$1,000,000 per occurrence; if coverage is only available on a claims-made basis, then additional coverage requirements could apply, subject to review of City Finance Director.

Workers' Compensation Insurance, covering:

- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on the Contract). Coverage of these persons must be stated on the Certificate of Insurance.
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII, or better

Delays should be expected in obtaining the required insurance. Candidates should provide the requirements and Contract schedule to their insurance providers as soon as possible while preparing the Proposal. **Proof of insurance shall be expected at the time the Contract is signed, on approximately August 8, 2013.**

3.06

Bid Deposit, Performance Bond, and Surety Deposit

Bid Bond

A Bid Deposit shall not be required.

Performance Bond

A Performance Bond shall not be required.

Surety Deposit

A Surety Deposit shall not be required.

3.07

Proposed Payment Procedures

The City shall make Contract payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress-to-date report. No payment shall be made until the Project Manager has approved the progress report and invoice.

3.08

Contract Payment

No payment shall be made until the Contract is approved by the Durham City Council and has been fully executed by all parties. Under no conditions shall the City be liable for the payment of any interest charges associated with the cost of the Contract.

3.09

Informal Debriefing

When the Contract is completed, an informal debriefing may be held at the discretion of the Project Manager. If the debriefing is held, its scope shall be limited to the Work to be performed by the chosen Candidate.

3.10

Termination for Default

If the Project Manager determines that the Contractor has refused to perform the Work, or has failed to perform the Work with such diligence as to ensure its timely and accurate completion,

the City may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all of the remaining Work.

3.11

Contract Changes and Unanticipated Amendments

During the course of this Contract, the Contractor could be required to perform additional Work. That Work shall be within the general scope of the initial Contract. When additional Work is required, the Project Manager shall provide the Contractor a written description of the additional Work, and request that the Contractor submit a firm time schedule for accomplishing the additional Work and a firm price for the additional Work. Cost and pricing data must be provided to justify the cost of any such changes or amendments.

The Contractor shall not commence additional Work until the Project Manager has secured any City approvals necessary for the amendment and has thereafter issued a written Contract amendment.

3.12

Contract Invalidation

If any provision of this Contract is found to be invalid, such invalidation shall not be construed to invalidate the entire Contract.

3.13

Non-Discrimination Clause

The City of Durham opposes discrimination on the basis of race and gender, and urges all of its Contractors to provide fair opportunities for minorities and women to participate in the Contractor's workforce, and as Subcontractors under City Contracts.

3.14

EEO Provisions

During the performance of this Contract, the Contractor agrees to the following:

[a] The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, political affiliation or belief, age, or disability. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to race, color, religion, gender, national origin, political affiliation or belief, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading or promotion, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other

forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.

[b] The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, national origin, political affiliation or belief, age, or disability.

[c] The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or Memorandum of Understanding.

[d] In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this Contract, in whole or in part, and the City may declare the Contractor ineligible for future City contracts.

[e] Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this Contract and in every Subcontract related to this Contract so that these EEO provisions shall be binding upon such Subcontractors and Vendors.

SECTION FOUR

BACKGROUND INFORMATION: DURHAM POLICE DEPARTMENT PAY PLAN ISSUES

4.01

Background Information

Over the past 10-15 years, a series of sworn Durham Police Department (DPD) pay plan decisions and implementation strategies have been adopted, the most recent being in 2009. The DPD is now experiencing compression and bypassing in the command ranks and is seeking to address those issues.

The 2009 Pay Plan implementation placed sworn staff at positions within the pay grades based on a combination of years of service and years in current rank, which was deemed the most equitable method of calculating seniority through the ranks. Most of the Master Officers and Corporals did not receive any pay adjustment during the implementation. The DPD is now seeing more recently promoted officers bypassing those already in the Master Police Officer [MPO] and Corporal pay grades. The resulting bypassing has caused a cascading effect among

all ranks. The DPD intends to phase out the MPO designation, but to maintain a 3% pay separation between Patrol Officer and Master Police Officer.

The City expects that the Consultant will conduct a professional study of the City of Durham's Police Pay Plan and pay administration policies, offering solutions to eliminate or mitigate the effects of bypassing and compression. The tangible products expected include providing the Durham Police Department with best practices to maintain a pay plan supporting internal equity and maintaining external competitiveness, including recommending applicable policies, procedures and guidelines for ongoing effective salary administration and Police Pay Plan maintenance.

SECTION FIVE

SCOPE OF WORK

5.01

Scope of Work

The City of Durham is soliciting Proposals for compensation consulting services to assess the Durham Police Department's [DPD's] pay plan, and to offer solutions to create a market-competitive, equitable and effective pay plan, including sound salary administration. This Scope of Work is intended to be a general guide to the work contemplated, and is not a complete list of all services that might be required or desired. The successful Candidate will provide, at minimum, the following:

[a] Based on relevant research of police classification and compensation plans, provide an analysis of the DPD Pay Plan, including review of how the structure defines the pay opportunities for jobs in the organization; the width of pay grades; the midpoint progression from one grade to the next; the overlap of one grade with adjacent grades; and review of the proposed Plan's alignment with City management philosophy and financial resources. The research should focus on compensation policies and procedures for each agency surveyed in the relevant market. The Candidate will work closely with the City of Durham to determine the relevant benchmark organizations.

[b] The Candidate will provide analysis of the effects of bypassing and compression, based on data from market-comparable police departments and interviews with current DPD Staff.

[c] The Candidate will develop comprehensive salary administration guidelines to facilitate program operation; management pay philosophy; pay structure maintenance;

guidelines for salary increases and policies with regard to promotion; adjustments; voluntary reassignments; working out of classification; movement through the grades (min to max); lateral transfer hiring rates and starting salaries. The guidelines must include attention to the to-be-phased out Master Police Officer [MPO] designation and the need to maintain a 3% separation between that and the Patrol Officer rank, although Consultant is permitted to propose alternative pay strategies for MPOs.

[d] Policies regarding salary adjustments following the implementation of any new pay plan should be proposed, including addressing pay of employees who are above the maximum of their pay grades; employees who accept voluntary demotions; employees below the minimum of their pay grades; pay movement based on merit; and timing of merit pay and promotion pay.

[e] The Candidate will recommend the method by which individual salaries will be treated [market movement], based on future structure adjustments. The Candidate will provide a methodology that allows the City to determine market-based adjustments consistent with the City's ability to pay and recommend a process by which the City can maintain a competitive position in the market, considering relative competing fiscal demands and financial constraints.

[f] The Candidate will use information collected from market-comparable police departments to produce recommendations regarding the following aspects of the DPD pay plan:

1. Discussion of bypassing and compression as they affect both the comparables and DPD pay structures.
2. Compensation model[s] recommended for DPD: number of pay classes; number of pay grades; percent spread between grades; number of pay plans/schedules.
3. Review of current DPD compensation policies and practices; and, if necessary, recommend changes or additions to pay plan components.
4. Analysis of comparables' and DPD pay practices, pay rules, and salary structures, in order to produce recommendations based on best practices.
5. Career ladder progression recommendations.
6. Pay delivery methods; merit pay; pay for performance; steps or open ranges.
7. Hiring incentives; sign-on bonuses; interview and relocation expenses. Expand the use of current incentives, and propose others, as necessary.
8. Other incentives: education stipend; Breath Alcohol Content Verifier [BACV], Computer Voice Stress Analysis [CVSA], language and other certification stipends.

9. Two viable models of police pay administration systems feasible for the DPD, based on data derived from comparable, relevant market data.

(Helpful information/material that can be provided to the consultant includes examples of current bypassing situations existing within the DPD, as well as the current Job Task Analysis information that was prepared for each ranked classification in February, 2012.)

5.02

Deliverables

All services undertaken by the Contractor hereunder shall conform to professional best practices and comport with pertinent court decisions interpreting state and federal law and guidelines for employee pay. The Durham Police Department is accredited by the Commission on Accreditation for Law Enforcement Agencies, Inc. [CALEA], and the Department must meet CALEA standards for selection, requiring that all methods of paying employees and all forms of such pay be job-related and non-discriminatory.

The Contractor must provide the following deliverables:

- [a] Schedule a kick-off meeting with Durham PD Executive Command Staff [ECS] and selected City staff to discuss the process, schedule, and tasks to be performed pursuant to the contract awarded. Assign various City and DPD personnel to the project; establishing the principal contact persons; and determining DPD staff accessibility.
- [b] Develop a work flow and communications plan for the Project, including deliverables and milestones.
- [c] Meet on- or off-site with DPD Staff and others, as necessary, to review the current pay plan, identifying issues related to the current plan; Pay Plan Study purpose and goals; and parties' responsibilities to conduct the best review possible.
- [d] Provide bi-weekly progress reports, including summaries of data collected to date, to DPD ECS and the Police Pay Plan Committee. Discuss with contact persons any issues encountered during the preceding weeks, and ways to resolve them timely.
- [e] Deliver, at minimum, two viable police pay plan administration recommendations, based on researched best practices that are feasible for DPD implementation.

[f] Submit a preliminary report to the DPD ECS and the Police Pay Plan Committee for review. The report must include a transition plan to implement recommendations, and analysis of emerging trends in the relevant market.

[g] Provide specific recommendations regarding revisions to the Police Department Pay Plan; and provide training and tools for DPD Staff to adjust the Plan, as necessary.

[h] Include analysis of the financial impact of implementing any recommended adjustments to the DPD Pay Plan. Identify sources of funding and issues related to them.

[i] Attend meetings, if requested, throughout the study and implementation process with DPD ESC, the Pay Plan Committee, other City Staff, the City Manager, City Council, and other stakeholders, to describe and provide rationales for the methodology, survey results, and recommendations.

[j] Formally present the final DPD Pay Plan and accompanying documents, transition implementation plan, and emerging trends analysis, for review by the Chief of Police, Executive Command Staff, selected other DPD staff, City Manager, and City Council. The Contractor must explain to all involved parties the project scope, methodology used to collect data and create recommendations for implementation, and a detailed explanation of all proposed DPD Pay Plan changes, including administrative guidelines. Formal presentations will be made to the City Manager's Office, Police Chief and ESC, City Council, and DPD employees and other City staff

SECTION SIX

PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The City discourages overly lengthy and costly Proposals. However, in order for the City to evaluate Proposals fairly and completely, Candidates should follow the format set out in this Section and elsewhere in this RFP, and provide all of the information requested.

6.02

Introduction

Proposals must include the complete name and address of the Candidate's firm, and the name, mailing address, and telephone number of the person the Police Department should contact regarding the Proposal. Each Proposal must confirm that the Candidate shall comply with all of the provisions in this RFP, particularly all the deliverables outlined in Section 5.02, above. If applicable, Candidate should provide notice that the firm qualifies as a City of Durham bidder. Proposals must be signed by an officer of the Candidate's entity, who is empowered to bind the entity. A Candidate's failure to include these items in its Proposal could result in that Proposal being determined to be non-responsive, and the Proposal could be rejected.

6.03

Understanding of the Project

Each Candidate must provide a comprehensive narrative statement that illustrates complete understanding of the Project requirements and the proposed Project Schedule.

6.04

Methodology Used for the Project

Each Candidate must provide a comprehensive narrative statement that sets out the methodology it will follow, and that illustrates how the Candidate's methodology will accomplish the Work and meet the City's proposed Project Schedule.

6.05

Project Management Plan

Each Candidate must provide a comprehensive narrative statement that sets out the management plan it intends to follow, and that illustrates how that plan will accomplish the Work and meet the City's proposed Project Schedule.

6.06

Experience and Qualifications

Each Candidate must provide an organizational chart specific to the personnel assigned to accomplish the Work described in this RFP; to illustrate the lines of authority; and to designate the person[s] responsible and accountable for the completion of each component and deliverable of this RFP.

Each Candidate must provide a narrative description of the organization of the Project Team and its experience in terms of length and breadth of service in regard to public sector pay plan studies, particularly for police agencies.

Each Candidate must provide a personnel roster that identifies each person who shall actually perform work under the Contract; and must provide the following information about each person listed:

[a] name and title,

[b] résumé;

[c] location(s) where Work under the Contract shall be performed, and

[d] itemized total cost and the number of estimated hours for each person to be named, above.

Each Candidate must provide reference names, e-mail addresses, and phone numbers for similar Projects the Candidate has performed within the last 5 years.

6.07

Cost Proposal

Each Candidate's cost proposal must include an itemized list of all direct and indirect costs associated with the performance under the Contract including, but not limited to, total number of hours at various hourly rates; direct expenses; payroll; supplies; overhead assigned to each person working on the Project; percentage of each person's time devoted to the Project; and expected profit.

6.08

Evaluation Criteria

The Police Department Executive Staff and selected members of the Senior Command Staff and other City employees [the Proposal Evaluation Team] shall review all Proposals submitted, to determine whether each Proposal is responsive. The Proposal Evaluation Team shall evaluate the remaining Proposals, using the criteria set out in Section Seven, below.

SECTION SEVEN EVALUATION CRITERIA AND VENDOR/CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100**

7.01

Understanding of the Project—15%

Proposals shall be evaluated against the questions set out below.

- [a] How well has the Candidate demonstrated a thorough understanding of the purpose and scope of the Project?
- [b] How well has the Candidate identified pertinent issues and potential problems related to the Project?
- [c] How well has the Candidate demonstrated that it understands the deliverables the City expects it to provide?
- [d] How well has the Candidate demonstrated that it understands the City's time schedule and can meet it?
- [e] Whether the Proposal will result in adherence to the City's M/WBE program. Please consult the City's website: www.durhamnc.gov and review the Section titled, "How to do business in the City."

7.02

Methodology Used for the Project—15%

Proposals shall be evaluated against the questions set out below.

- [a] How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- [c] How well does the methodology interface with the proposed time schedule in the RFP?

7.03

Project Management Plan—15%

Proposals shall be evaluated against the questions set out below.

- [a] How well does the management plan support all Project requirements and logically lead to the deliverables required in the RFP?

- [b] Is chain of accountability completely and clearly defined?
- [c] Is the organization of the Project Team clear?
- [d] How well does the management plan illustrate the lines of authority and communication within the Candidate's business entity?
- [e] To what extent does the Candidate already have the hardware, equipment, and licenses necessary to perform Work under the Contract?
- [f] Does it appear that the Candidate can meet the proposed Project Schedule set out in the RFP?
- [g] Has the Candidate offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] Is the Proposal practical, feasible, and is the proposed budget reasonable?
- [i] How well have any potential problems been identified? How would the Candidate address them?
- [j] Is the submitted Proposal responsive to all material requirements of the RFP?

7.04

Experience and Qualifications—15%

Proposals shall be evaluated against the questions set out below.

Questions regarding the Candidate's personnel.

- [a] Do the persons assigned to the Project have experience with similar projects of equal or larger scale than that described in this RFP?
- [b] Are résumés complete? Do they demonstrate backgrounds that would be appropriate for persons engaged in the Work the Project requires?
- [c] How extensive are the applicable education and experience of the personnel designated to work on the Project?
- [d] How knowledgeable of the Triangle area and Durham in particular are the Candidate's personnel? How many persons to be assigned to the Project have worked in the Triangle area or in North Carolina previously?

Questions regarding the Candidate's entity.

- [e] How well has the entity demonstrated experience with completing similar projects on time and within budget?
- [f] How successful is the general history of the entity regarding timely and successful completion of projects?
- [g] Has the entity provided appropriate letters of reference from previous clients?
- [h] How reasonable are the entity's cost estimates?
- [i] If a Subcontractor shall perform work on the Contract, how well does the Subcontractor as an entity and its personnel measure up to the evaluation criteria applicable to the Candidate?

7.05

Contract Cost—40%

Overall, a minimum of 40% of the total evaluation points shall be assigned to Contract cost as outlined in the Sample Proposal Evaluation Form attachment, at Section 8.01, below.

The lowest cost Proposal shall receive the maximum number of points allocated to cost. The Proposal Evaluation Team shall determine the point allocations for cost for all other responsive Proposals.

SECTION EIGHT ATTACHMENTS

8.01

Sample Proposal Evaluation Form

All Proposals shall be reviewed for responsiveness and then evaluated using the criteria set out herein, and elsewhere in this Request for Proposals.

Candidate Name _____

Evaluation Team Member _____

Date Reviewed _____

RFP Number _____

EVALUATION CRITERIA AND SCORING
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

8.02 Understanding of the Project—15% [100 X .15 = 15 points]

Maximum Point Value for this Section - 15 Points

Proposals shall be evaluated against the questions set out below.

- [a] How well has the Candidate demonstrated a thorough understanding of the purpose and scope of the Project?
- [b] How well has the Candidate identified pertinent issues and potential problems related to the Project?
- [c] How well has the Candidate demonstrated that it understands the deliverables the City expects it to provide?
- [d] How well has the Candidate demonstrated that it understands the City's time schedule and can meet it?

EVALUATOR'S POINT TOTAL FOR §8.02 _____

8.03 Methodology Used for the Project - 15% [100 points x .15 = 15 points]

Maximum Point Value for this Section - 15 Points

Proposals shall be evaluated against the questions set out below.

- [a] How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- [c] How well does the methodology interface with the time schedule proposed in the RFP?

EVALUATOR'S POINT TOTAL FOR §8.03 _____

8.04 Management Plan for the Project - 15% [100 points x .15 = 15 points]

Maximum Point Value for this Section - 15 Points

Proposals shall be evaluated against the questions set out below.

- [a] How well does the management plan support all of the Project requirements and logically lead to the deliverables required in the RFP?
- [b] Is chain of accountability completely and clearly defined?
- [c] Is the organization of the Project Team clear?
- [d] How well does the management plan illustrate the lines of authority and communication within the Candidate's business entity?
- [e] To what extent does the vendor already have the hardware, equipment, and licenses necessary to perform under Work the Contract?
- [f] Does it appear that Candidate can meet the proposed schedule set out in the RFP?
- [g] Has the Candidate offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] Is the Proposal practical, feasible, and is the proposed budget reasonable?
- [i] How well have any potential problems been identified? How would the Candidate address them?
- [j] Is the submitted Proposal responsive to all material requirements of the RFP?

EVALUATOR'S POINT TOTAL FOR §8.04 _____

8.05 Experience and Qualifications - 15% [100 points x .15 = 15 points]

Maximum Point Value for this Section - 15 Points

Proposals shall be evaluated against the questions set out below.

Questions regarding the personnel.

- [a] Do the persons assigned to the Project have experience with similar projects of equal or larger scale than that described in this RFP?

- [b] Are the résumés complete? Do they demonstrate backgrounds that would be appropriate for persons engaged in the work the Project requires?
- [c] How extensive are the applicable education and experience of the personnel designated to Work on the Project?
- [d] How knowledgeable of the Triangle area and Durham in particular are the Candidate's personnel? How many persons to be assigned to the Project have worked in the Triangle area or North Carolina previously?

Questions regarding the Candidate's business entity

- [e] How well has the entity demonstrated experience with completing similar projects on time and within budget?
- [f] How successful is the general history of the entity regarding timely and successful completion of projects?
- [g] Has the entity provided letters of reference from previous clients?
- [h] How reasonable are the firm's cost estimates?
- [i] If a Subcontractor shall perform work under the Contract, how well do the Subcontractor as an entity and its personnel measure up to the evaluation applicable to the Candidate?

EVALUATOR'S POINT TOTAL FOR §8.05 _____

8.06 Contract Cost 40% [100 points x .4 = 40 points]

Maximum Point Value for this Section - 40 Points

Overall, a minimum of 40% of the total evaluation points shall be assigned to cost.

CONVERTING COST TO POINTS

The lowest cost Proposal shall receive the maximum number of points allocated to cost.

EVALUATOR'S POINT TOTAL FOR 8.06 _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS: _____

Evaluator Signature: _____

Evaluator Name, printed: _____

Date completed: _____

8.07

Affidavit

AFFIDAVIT

State of _____

§§

County of _____

_____, appearing before the undersigned notary public and being duly sworn, says that:

He (she), _____ swears or affirms that he (she) has not engaged in collusion with any City of Durham employee(s), other person(s), corporations, other business entities, or firms relating to this Proposal. He (she) acknowledges that collusive bidding is in violation of North Carolina and federal law, and could result in fines, prison sentences, and civil damage awards.

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of

_____, 2013

Official Seal
Notary Public

My commission expires _____, 20_____.

8.08

Sample Contract

CONTRACT FOR A POLICE PAY PLAN STUDY AND IMPLEMENTATION PROCESS FOR THE CITY OF DURHAM POLICE DEPARTMENT

This Contract ("Agreement") is made and entered into on this _____ day of _____, 2013, by the City of Durham ("City") and [name of firm] ("Contractor"), [Indicate type of entity, for instance:

- _____ a corporation organized and existing under the laws of [name of State];
- _____ a professional corporation organized and existing under the laws of [name of State];
- _____ a professional association organized and existing under the laws of [name of State];
- _____ a limited partnership organized under the laws of [name of State];
- _____ a sole proprietorship; or a general partnership].

Sec. 1. Background and Purpose. The City of Durham desires to hire a Consultant to provide services, as an independent Contractor, for the purpose of conducting a police pay plan study and implementation process for all sworn police pay designations and ranks, in order to mitigate the effects of bypassing and compression.

Sec. 2. Services and Scope to be Performed; Presumption that Duty is Contractor's. The Contractor shall perform the Work described in the Contractor's Proposal for Consultant Services Regarding Police Pay Plan Study and Implementation ("Contractor's Proposal"), Section 5.01, titled, "Scope of Work" and Section 5.02, titled, "Deliverables," (Attachment A). The Work shall be performed using the methodology described in Contractor's Proposal, Section 6.04, titled, "Methodology Used for the Project" (Attachment B). Unless mutually agreed upon by the parties, the Work shall be performed and provided in accordance with the schedule set forth in the Contractor's Proposal, Section 1.02, titled, "Contract Term and Work Schedule" (Attachment C). Both parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor, time is of the essence.

The Contractor shall not publish or disclose to third parties, in any way whatsoever, any information, results, conclusions, studies or other data of any kind arising directly or indirectly from the Contractor's performance under this Agreement, without prior review by the City of the final proposed publication or disclosure draft, and without written permission from the City

to publish or disclose such draft or portion thereof. The City shall not be obligated to give such permission.

As used in this Agreement, the term, **“Work,”** means the services that the Contractor is required to perform pursuant to this Agreement, and all of the Contractor’s duties to the City that arise out of this Agreement. Unless the context requires otherwise, if this Agreement sets forth that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this Agreement, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Contractor’s Billings to City; Compensation. The City shall pay the Contractor the sum of \$_____ for all Work pursuant to this Agreement, as follows:

\$_____ on the date when this Agreement is fully executed by both parties to it;
\$_____ upon the City’s review and approval of pay plan study and implementation recommendations;
\$_____ upon final receipt of all Contractor’s Work product to the City.

Prior to the City’s payment for any Work performed under this Agreement, the Contractor shall send an invoice to the City for the amount to be paid pursuant to this Agreement. Each invoice shall document and describe to the reasonable satisfaction of the City the Work being invoiced. Within twenty (20) days after the City receives such invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this Section.

Sec. 5. Prompt Payment to Subcontractors.

(a) Within seven (7) days after the Contractor receives each payment from the City under this Agreement, the Contractor shall pay all Subcontractors (which term includes sub-consultants and suppliers), based on Work completed or service provided under the Subcontract. Should any payment to a Subcontractor be delayed by more than seven (7) days after the Contractor receives payment from the City under this Contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as might be due. By appropriate litigation, Subcontractors shall have the right to enforce this Subsection 6(a) directly against the

Contractor, but not against the City of Durham.

(b) If the person assigned to administer this Agreement for the City (in this Section, titled, "Prompt Payment to Subcontractors," he or she shall be referred to as the "Project Manager") determines that it is appropriate to enforce Subsection (a) in such manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be:

- (i) the amount of interest due to the Subcontractor under Subsection (a); and/or
- (ii) the amounts past-due under Subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This Subsection (b) does not limit any other rights to withhold payments that the City might have.

(c) Nothing in this Section 6 (titled, "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed Work; third-party claims filed or reasonable evidence that such a claim shall be filed; failure of the Subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another Subcontractor; reasonable evidence that the Subcontract cannot be completed for the unpaid balance of the Subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractor[s] designated by the Project Manager, regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization, if so specified.

Sec. 6. Insurance. Contractor shall maintain insurance of not less than the following:

Commercial General Liability, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent Subcontractors, if any are used in the performance of this Agreement
- The City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the Certificate of Insurance (if by blanket endorsement, then agent may so indicate in the General Liability Section of the Certificate of Insurance, in lieu of an original endorsement).
- Combined single limit of not less than \$2,000,000 per occurrence, with an annual aggregate of not less than \$4,000,000.

Commercial Auto Liability, covering:

- Symbol 1, all vehicles
- Combined single limit of \$2,000,000
- The City of Durham must be named additional insured.

Professional Liability, covering:

- Claims arising out of professional advisement or consultation services performed in connection with this Agreement
- Self-insured retentions/deductibles in excess of \$25,000 must be approved by the City Finance Director.
- Combined single limit not less than \$1,000,000 per occurrence; if coverage is only available on claims made basis, then additional coverage requirements might apply, subject to review of the City Finance Director.

Workers' Compensation Insurance, covering:

- Statutory benefits;
- Covering employees; covering owners, partners, officers, and relatives (who work on this Contract; this must be stated on the Certificate of Insurance)
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII or better

Insurance shall be evidenced by a certificate:

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- Certificates shall be addressed to:
City of Durham
Police Department
505 West Chapel Hill Street
Durham, North Carolina 27703
Attention: Lt. Brian Reitz, Executive Officer to the Chief of Police
- The Certificate of Insurance and the additional insured endorsement must be originals, and must be approved by the City's Finance Director before the Contractor can begin any Work under this Contract.

Sec. 7. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Contractor's Proposal, **Section 1.02, titled, "Contract Term and Work Schedule,"** the City may, in its sole discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work; and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for

additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this Section.

Sec. 8. Attachments. The following attachments are made a part of this Agreement:

Attachment A, Contractor's Proposal, Section 5.01, titled "Scope of Work," and Section 5.02, titled "Deliverables," consisting of _____ page(s).

Attachment B, Contractor's Proposal, Section 6.04, titled "Methodology Used for the Project," consisting of _____ page(s).

Attachment C, Contractor's Proposal, Section 1.02, titled "Contract Term and Work Schedule," consisting of _____ page(s).

In case of conflict between an Attachment and the text of this Agreement, excluding the Attachment, the text of this Agreement shall control.

Sec. 10. Notice.

(a) All notices and other communications required or permitted by this Agreement shall be in writing; and shall be given either by personal delivery, e-mail, Federal Express, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Lt. Brian Reitz, executive Officer to Chief José L. Lopez, Sr.
Durham Police Department
505 West Chapel Hill Street
Durham, NC 27701
Telephone number: 919-560-4322 x29197
E-mail: brian.reitz@durhamnc.gov

To the Contractor:

[Insert name and address]

Telephone number: ***[Insert here]***

E-mail: ***[Insert here]***

(b) Change of Address. Date Notice Deemed Given. A change of address, telephone number, e-mail address or person authorized to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by e-mail. If the notice or other communication is sent by Federal Express or United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the carrier, or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification.

(a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all charges that arise in any manner from, in

connection with, or out of this Agreement as a result of acts or omissions of the Contractor or Subcontractors, or by anyone directly or indirectly employed by any of them, or anyone for whose acts any of them might be liable. In performing its duties under this Subsection 11(a), the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

(b) **Definitions.** As used in Subsection 11(a) above, **“Charges”** means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, and interest and reasonable attorneys' fees assessed as part of any such item. **“Indemnitees”** means the City of Durham, North Carolina and its officers, officials, independent Contractors, Subcontractors, agents, and employees, excluding the Contractor.

(c) **Other Provisions Separate.** Nothing in this Section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement. This Section is in addition to, and shall be construed separately from, any other indemnification provisions that might be part of this Agreement.

(d) **Survival.** This Section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.

Sec. 12. Miscellaneous

a) **Choice of Law and Forum; Service of Process.** (i) This Agreement shall be deemed made in the City of Durham, Durham County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to United States federal court. This Subsection 12(a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Subsection 12(a). (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this Subsection 12(a) (ii) applies. **“Agent for Service of Process”** means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor shall instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This Subsection 12(a)(ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the North Carolina Secretary of State, and such registered agent can be found with due diligence at the registered office.

(b) **Waiver.** No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) **Performance of Government Functions.** Nothing contained in this Agreement shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or

performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) **Severability.** If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

(e) **Assignment; Successors and Assigns.** Without the City's written consent, the Contractor shall not assign (which includes delegating) any of its rights (including the right to payment) or duties that arise out of this Agreement. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses, and shall be liable for all of the Contractor's duties that arise out of this Agreement, and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Agreement shall be binding upon the Contractor and its heirs, personal representatives, successors, and assigns.

(f) **Compliance with Law.** In performing all of the Work, the Contractor shall comply with all applicable law.

(g) **Notice of City Policy.** **The City of Durham, North Carolina opposes discrimination on the basis of race and gender, and urges all of its Contractors to provide a fair opportunity for minorities and women to participate in their workforces, and as Subcontractors under Agreements entered into by the City of Durham, North Carolina and its Contractors.**

(h) **EEO Provisions.** During the performance of the Work under this Agreement, the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, political affiliation or belief, age, or disability. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated, equally during employment, without regard to race, color, religion, gender, national origin, political affiliation or belief, age, or disability. Such affirmative action shall include, but not be limited to, the following: employment, upgrading/promotion, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, national origin, political affiliation or belief, age, or disability. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this Agreement, in whole or in part, and the City may declare the Contractor ineligible for further City Contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing Work pursuant to this Agreement, and in every Subcontract related to this Agreement, so that these EEO provisions shall also be binding upon such Subcontractors and other vendors.

(i) **Small Disadvantaged Business Enterprises ["SDBE"].** The Contractor shall comply with all applicable provisions of Article III, Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of this Agreement, which may result in the

rescission or termination of this Agreement and/or other appropriate remedies in accordance with the provisions of that Article III, Sec. 18, this Agreement, and State law. The Participation Plan submitted in accordance with that Article III is binding on the Contractor. Article III, Section 18-59(f) provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed by the parties to this Agreement that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 of the Durham City Code, and not to the Contractor's alleged violations of other obligations.

(j) **No Third Party Rights Created.** This Agreement is intended for the benefit of the City and the Contractor, and not for the benefit of any other person.

(k) **Principles of Interpretation and Definitions.** (1) The singular includes the plural, and the plural the singular. The pronouns, "it" and "its," include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to "Contract" and "Agreement" shall be deemed to include all amendments to them. The words, "include," "including," etc., mean include, including, etc. without limitation. (2) References to a "Section" or "Sections" shall mean a Section of this Agreement, unless otherwise specifically noted. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word, "person," includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word, "shall," is mandatory. (7) The word, "day," means calendar day. (8) The word, "Work" is defined in Section 2 of this Agreement, supra. (9) A definition in this Agreement shall not apply to the extent that the context requires otherwise.

(l) **Modifications. Entire Agreement.** A modification of this Agreement is not valid unless signed by both parties to it, and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a Deputy or Assistant City Manager, or, in limited circumstances, a City Department Director. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referred to in this Agreement.

(m) **City's Manager's Authority.** To the extent, if any, that the City has the power to suspend or terminate this Agreement, or the Contractor's services under this Agreement, that power may be exercised by City Manager or a Deputy or Assistant City Manager without City Council action.

Sec. 13. Termination for Convenience ("TFC").

(a) **Procedure.** Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its sole discretion, terminate this Agreement for convenience by giving the Contractor written notice that refers to this Section 13. TFC shall be effective at the time indicated in the notice.

(b) **Obligations.** Upon TFC, all obligations that are still executory on both sides shall be discharged, except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC or as soon thereafter as is practical, the Contractor shall give the City all Work product, including partly completed Work product. In case of TFC, the Contractor shall follow the City's instructions as to which Subcontracts to terminate.

(c) **Payment.** The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the Subcontracts, but excluding profit for the Contractor. Within 20 days after TFC notice has been effected, the City shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed, except to the extent it would be inequitable to either party; and if Work was to have been paid on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work or portion of it. The Contractor shall not be entitled to any payment because of TFC except as stated in this Section 13(c), whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

IN WITNESS WHEREOF, the City of Durham, North Carolina and the Contractor have caused this Agreement to be executed under seal, themselves or by their respective duly authorized agents or officers.

[For the City's signature form, see the three forms on the City Attorney's Intranet page, under GBSB. In nearly all instances, the right form is City Signature Form – Electronic.

For the Contractor's execution forms, see Appendices E and F on the City Attorney's Intranet page, under GBSB. Write the Contractor's name in the Vendor/Contractor's signature form and in the form by which the Contractor's signature is notarized.]

8.08

Equal Business Opportunity Ordinance



CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PROFESSIONAL SERVICES FORMS

Revised 06/08



Mailing Address:

101 City Hall Plaza
Durham, North Carolina 27701
Phone: 919-560-4180
Facsimile: 919-560-4513

Street Address:

302 East Pettigrew Street, C-180
Durham, North Carolina 27701

CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM

Policy Statement

It is the policy of the City to provide equal opportunities for City Contracting to small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its Contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination.

Goals

To increase the dollar value of all City Contracts for goods and services awarded to small disadvantaged business enterprises, it is a desire of the City that the Contractor shall voluntarily undertake efforts to increase the participation of socially and economically disadvantaged individuals at higher skill and responsibility levels within non-minority firms engaged in Contracting and Subcontracting with the City.

The Equal Opportunity/Equity Assurance Director shall establish project specific goals for each project or Contract based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of Work, delineated into percentages of the total value of the Work.

Equal Business Opportunity Ordinance SDBE Participation Documentation

If applicable information is not submitted with your Proposal, your Proposal shall be deemed non-responsive.

Declaration of Performance must be completed and submitted with your Proposal.

SDBE Participation Documentation must be used to document participation of Small Disadvantaged Business Enterprise (SDBE) on Professional Services projects. All SDBEs must be certified by the City of Durham's Equal Opportunity/Equity Assurance Department prior to submission date. If a business listed has not been certified, the amount of participation shall be reduced from the total utilization.

Managerial Profile must be used to list the managerial persons in your Workforce who shall be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your Proposal.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company shall be involved in providing the service/commodity on the City Contract, a consolidated employment breakdown must be submitted.

Letter of Intent to Perform as a Subcontractor must be completed for SDBEs proposed to perform on a Contract. This form must be submitted with the Proposal.

Post Proposal Submission SDBE Deviation

Post Proposal submission SDBE deviation participation documentation must be used to report and deviation from SDBE participation either prior to or subsequent to startup of the project. The Equal Opportunity/Equity Assurance Department must be notified if the proposed Sub-consultant/Subcontractor is unable to perform and for what reasons. Substitutions of Sub-consultants/Subcontractors, both prior to and after awarding of a Contract, are subject to City approval.

SDBE Goals Not Met/Documentation of Good Faith Efforts

It is the responsibility of Consultants/Contractors to make good faith efforts. "Good Faith Efforts" means the sum total of efforts by a particular business to provide equitable participation of socially and economically disadvantaged employees and Sub-consultants/Subcontractors.

Whenever Contract alternatives, amendments or extra Work orders are made individually or in the aggregate, which increase the total value of the original Contract, the Consultant/Contractor must make a good faith effort to increase SDBE participation such that the amounts subcontracted are consistent with the established goals.

**SELECTION OF CONSULTANTS/CONTRACTORS
FOR ARCHITECTURAL/ENGINEERING
AND OTHER PROFESSIONAL SERVICES****Goal**

The purpose is to provide Small Disadvantaged Businesses equal opportunities for participation on City of Durham Contracts.

Definition of the Scope of the Selection Policy

The Equal Opportunity/Equity Assurance Director shall establish SDBE participation goals for each Contract to be awarded by the City. Project specific goals for each project or Contract shall be based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of Work, delineated into percentages of the total value of the Work.

In addition to SDBE's specifically certified by the City and listed in a database maintained by the EO/EA Department, the City of Durham may consider a formal certification of another entity to determine whether an applicant meets requirements of the Equal Business Opportunity Program, provided that the City Manager or designee determines that the certification standards of such entity are comparable to those of the City. The City of Durham has determined that the following certifications are comparable to its own and may be used by bidders/proposers: North Carolina Department of Transportation (N.C. DOT), United States Small Business Administration (U.S. SBA) and Raleigh-Durham Airport Authority (RDU).

In lieu of SDBEs listed in its SDBE System, the City of Durham shall accept women and minority firms certified by N.C. DOT, U.S. SBA and RDU as meeting its SDBE goal requirements provided the bidder/proposer submits evidence that the firm is currently certified by one of the stated entities at the time of bid/Proposal. Failure to provide evidence of certification may disqualify the firm's participation for the purpose of meeting SDBE goals.

Any firm submitted in this manner shall be contacted and urged to complete an abbreviated certification process with the City of Durham. For purposes of this document and associated forms, any reference to a "City Certified SDBE," an "SDBE certified by the City" or similar reference shall include reference to a qualified women or minority owned firm certified and approved in accordance with the above paragraphs, even where specific reference is made to the City SDBE database.

Small Disadvantaged Business Proposal Requirements

The prime Consultant/Contractor shall submit a Proposal in accordance with the City of Durham's

Request for Proposal. In addition, the prime Consultant/Contractor must submit all required Professional Services SDBE Forms.

Selection Committee for Professional Services

A selection committee shall be established to be composed of the following: City Manager or a designated representative of this office; Director of Finance or a designated representative of this office; Department head responsible for the project; City Engineer if engineering services are involved; the Equal Opportunity/Equity Assurance Director and Purchasing Manager. Other representatives shall be called upon as needed based on their areas of expertise.

The committee shall screen the Proposals based on the following criteria:

1. Firms; interest in the project;
2. Current Work in progress by firm;
3. Past experience with similar projects;
4. General Proposal for carrying out the required Work;
5. Designation of key personnel who shall handle the project, with résumé for each;
6. Proposed associate consultants/Vendor/Contractors, SDBE sub-consultants;
7. Indication of capability for handling project;
8. Familiarity with the project;
9. References;
10. SDBE Participation; and
11. Documentation of Good Faith Efforts.

After ranking the firms presenting Proposals based on the above criteria, interviews shall be conducted by the selection committee with the top ranked firms (3-5). The Contracting Department shall make the final recommendation, prepare Contracts for review by the City Attorney, and prepare the recommendation for the City Council, including the following:

1. Description and scope of the project;
2. Recommended firm;
3. Contract cost;
4. Time limits;
5. Basis for selection;
6. Source for funding;
7. Equal Business Opportunity Ordinance compliance; and
8. Recommendation that the Contract be approved by the City Council.

Contract Award

A provision must be written in each Contract with an architect or engineer requiring them to Work with Equal Opportunity/Equity Assurance Department in creating and identifying separate Work.

Project Evaluation

An evaluation shall be made of each Contract after its completion to be used in consideration of future professional services Contracts. The evaluation shall cover appropriate items from the check list for ranking applicants. A copy of the evaluation shall be given to the consultant, and any comment he/she cares to make shall be included in the files.

DECLARATION OF PERFORMANCE BY CONSULTANT/CONTRACTOR**Briefly address each of the following items:**

1. A brief description of the company and the products/services it provides:
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
3. List anyone outside of your company with whom you shall contract on this bid:

The undersigned Consultant/Contractor certifies that: (check appropriate box)

- a) _____ It is the normal business practice of the Consultant/Contractor to perform all elements of the Contract with its own Workforce without the use of Subcontractors; and
- b) _____ That the above documentation demonstrates this *firm's* capabilities to perform all elements of the Contract with its own Work force or without the use of Subcontractors.
- c) _____ The Contractor shall use a sub-consultant(s) in the fulfillment of this scope of Work.

Date

Authorized Signature

**PARTICIPATION DOCUMENTATION
(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)**

Names of all firms

**Project (including
prime and
sub-
contractors)**

**Firm
Location**

**SDBE
of
Yes/No**

**Nature
% of Project
Participation**

Work

TOTAL _____

Name - Authorized Officer of Prime Consultant/Contractor Firm (Print/Type)

Signature - Authorized Officer of Prime Consultant/Contractor Firm

Date

Managerial Profile

Name of Firm:

Contact Person:

Title:

Address:

Telephone No.:

Date:

List the managerial persons in your Work force who shall be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham’s Equal Business Opportunity Ordinance.

Managerial Employees

		SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)
NAME	POSITION	
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
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<div></div>	<div></div>	<div></div>

* M-Minority (African American), W-Woman, Other-H-Hispanic, AI-American Indian, AS-Asian American, Disabilities

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
(You may submit your organization's EEO policy in lieu of this sheet)

EMPLOYEE BREAKDOWN

Part A – Employee statistics for the primary location.

Employment category	Total employees	Total males	Total females	M---a---l---e---s					F---e---m---a---l---e---s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Part B – Employee statistics for the consolidated company. *(See instructions for this form on whether this part is required.)*

Employment category	Total employees	Total males	Total females	M---a---l---e---s					F---e---m---a---l---e---s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Letter of Intent to Perform as a Subconsultant/Subcontractor

The undersigned intends to perform Work in connection with the above project as a SDBE:

Minority (African American) ☐ Woman ☐ Hispanic ☐
American Indian ☐ Asian American ☐ Disability ☐

The SDBE status of the undersigned is certified by the City of Durham as identified by the attached copy of certification or the attached SDBE Contractor Identification List supplied by the EO/EA Department.

The undersigned is prepared to perform the following described Work in connection with the above project (specify in detail particular Work items or parts thereof to be performed):

You have projected the following commencement date for such Work, and the undersigned is projecting completion of such Work as follows:

<u>ITEMS</u>	<u>PROJECTED COMMENCEMENT DATE</u>	<u>PROJECTED COMPLETION DATE</u>

The consultant shall subcontract _____% of the dollar value of this Contract to a SDBE sub-consultant/Subcontractor and/or non-SDBE Subconsultant/Subcontractor.

The undersigned shall enter into a formal agreement in the amount of \$_____ for the above Work with you, conditioned upon your execution of a Contract with the City of Durham.

Name_____ Title_____

Company_____ Telephone_____

Address_____

Signature_____

REQUEST TO CHANGE SDBE PARTICIPATION

Project: _____

Name of bidder or consultant: _____

Name/title of representative bidder or consultant: _____

Address (including zip code): _____

Telephone number: _____ Fax number: _____

Email address: _____

Total amount of original Contract, before any change orders or amendments: _____

Total amount of the Contract, including all approved change orders and amendments to date, but not counting the changes proposed in this form: _____

Dollar amount of changes proposed in this form: _____

The proposed change (*check one*) **increases** **decreases** the dollar amount of the bidder's/consultant's Contract with the City.

Does the proposed change decrease the SDBE participation? (*check one*) ☐ **yes** ☐ **no**

If the answer is **yes**, complete the following:

BOX A. For the Subcontract proposed to be changed (increased, reduced, or eliminated):

Name of sub-consultant: _____

Goods and services to be provided before this proposed change: _____

Is it proposed to eliminate this Subcontract? ☐ **yes** ☐ **no**

If the Subcontract is to be increased or reduced, describe the nature of the change (*such as adding \$5,000 in environmental Work and deleting \$7,000 in architectural*): _____

Dollar amount of this Subcontract before this proposed change: _____

Dollar amount of this Subcontract after this proposed change: _____

This sub-consultant is (*check one*):

- ☐ 1. City-certified Black-owned SDBE
- ☐ 2. City-certified Women-owned SDBE
- ☐ 3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as
 - ☐ 3(a) Black-owned SDBE ☐ 3(b) Women-owned SDBE
- ☐ 4. not a City-certified SDBE

BOX B. Proposed Subcontracts other than the Subcontract described in Box A above

Name of Subcontractor for the new Work: _____

Goods and services to be provided by this proposed Subcontract: _____

Dollar amount proposed of this proposed Subcontract: _____

This Subcontractor is (*check one*):

1. City-certified Black-owned SDBE
2. City-certified women-owned SDBE
3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited
as 3(a) Black-owned SDBE 3(b) Women-owned SDBE
4. not a City-certified SDBE

Add additional sheets as necessary.

SDBE GOALS NOT HAVING BEEN MET. The following information must be presented by the consultant concerning good faith efforts taken.

It is the responsibility of consultants to make good faith efforts. Any act or omission by the City shall not relieve them of this responsibility. For future efforts, it shall be comprised of such efforts which are proposed to allow equitable participation of socially and economically disadvantaged employees and Subconsultants/Subcontractors. The City Manager shall apply the following criteria, with due consideration of the quality, quantity, intensity and timeliness of efforts of Consultants/Contractors, in determining good faith efforts to engage SDBEs along with other criteria that the City Manager deems proper:

Name of Bidder:

*If you find it helpful, feel free to attach pages to explain your answers. **How many pages is your firm attaching to this questionnaire?** _____ (Don't count the 2 pages of this questionnaire.)*

If a yes or no answer is not appropriate, please explain the facts. All of the answers to these questions relate only to the time before your firm submitted its bid or Proposal to the City. In other words, actions that your firm took after it submitted the bid or Proposal to the City cannot be mentioned or used in any answers.

1. SOLICITING SDBEs.

(a) Did your firm solicit, through all reasonable and available means, the interest of all SDBEs certified (that is, in the City's database) in the Scope of Work of the Contract? ☐ **yes** ☐ **no**

(b) In such soliciting, did your firm advertise? ☐ **yes** ☐ **no** Are you attaching copies to this questionnaire, indicating the dates and names of newspaper or other publication for each ad if that information is not already on the ads? ☐ **yes** ☐ **no**

(c) In such soliciting, did your firm send written (including electronic) notices or letters? Are you attaching one or more sample notices or letters? ☐ **yes** ☐ **no**

(d) Did your firm attend the pre-bid conference? ☐ **yes** ☐ **no**

(e) Did your firm provide interested SDBEs with timely, adequate information about the plans, specifications, and requirements of the Contract? ☐ **yes** ☐ **no**

(f) Did your firm follow up with SDBEs that showed interest? ☐ **yes** ☐ **no**

(g) With reference to the SDBEs that your firm notified of the type of Work to be subcontracted did your firm tell them:

(i) the specific Work your firm was considering for subcontracting? ☐ **yes** ☐ **no**

- (ii) that their interest in the Contract is being solicited? ☐ **yes** ☐ **no**
- (iii) how to obtain and inspect the applicable plans and specifications and descriptions of items to be purchased? ☐ **yes** ☐ **no**

2. BREAKING DOWN THE WORK.

- (a) Did your firm select portions of the Work to be performed by SDBEs in order to increase the likelihood that the goals would be reached? ☐ **yes** ☐ **no**
- (b) If **yes**, please describe the portions selected. **ANSWER:**

3. NEGOTIATION. In your answers to 3, you may omit information regarding SDBEs for which you are providing Form E-105.

- (a) What are the names, addresses, and telephone numbers of SDBEs that you contacted?
ANSWER:
- (b) Describe the information that you provided to the SDBEs regarding the plans and specifications for the Work selected for potential subcontracting. **ANSWER:**
- (c) Why could your firm not reach agreements with the SDBEs that your firm made contact with? Be specific. **ANSWER:**

4. ASSISTANCE TO SDBEs ON BONDING, CREDIT, AND INSURANCE.

- (a) Did your firm or the City require any Subcontractors to have bonds, lines of credit, or insurance?
☐ **yes** ☐ **no** (Note: In most projects, the City has no such requirement for *Subcontractors*.)
- (b) If the answer to (a) is **yes**, did your firm make efforts to assist SDBEs to obtain bonds, lines of credit, or insurance? ☐ **yes** ☐ **no** If **yes**, describe your firm's efforts. **ANSWER:**
- (c) Did your firm provide alternatives to bonding or insurance for potential Subvendor/Contractors? ☐ **yes** ☐ **no** If **yes**, describe. **ANSWER:**

5. GOODS AND SERVICES. What efforts did your firm make to help interested SDBEs to obtain goods or services relevant to the proposed subcontracting Work? **ANSWER:**

6. USING OTHER SERVICES.

(a) Did your firm use the services of the City to help solicit SDBEs for the Work?

☐ **yes** ☐ **no**

Please explain. **ANSWER:**

(b) Did your firm use the services of available minority/women community organizations, minority and women Contractors' groups, government-sponsored minority/women business assistance agencies, and other appropriate organizations to help solicit SDBEs for the Work?

☐ **yes** ☐ **no**

Please explain. **ANSWER:**